

RESOLUTION NO. 2724

**Resolution authorizing the Mayor to sign an Amended Industrial Wastewater User Contract with SunRype Products (USA), Inc.**

WHEREAS, the City of Selah, a municipal corporation, entered into an Industrial Wastewater User Contract with Yakama Juice, LLC, dated July 13, 2010, which described the terms and conditions under which Yakama Juice, LLC, could discharge industrial wastewater to the City of Selah's wastewater conveyance system and treatment facility; and

WHEREAS, SunRype Products (USA), Inc., purchased the industrial juice processing facility from Yakama Juice, LLC, and the provisions of the Industrial Wastewater User Contract were transferred to SunRype Products (USA), Inc.; and

WHEREAS, SunRype Products (USA), Inc., was then designated as the Contracted User and has been discharging industrial process wastewater to the City of Selah under the terms of the Industrial Wastewater User Contract; and

WHEREAS, Section 2.9 of the Industrial Wastewater User Contract provides for the allocation of a portion of the capacity of the City's wastewater treatment facilities to the Contracted User in accordance with Schedule "A" attached to the Contract; and

WHEREAS, the Contract allows for the adjustment of Contracted Capacity and adjustments in capacity are reasonable based on additional information collected through metering and monitoring of the industrial discharges from the Contracted User.

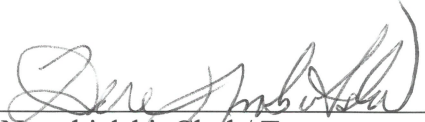
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign the agreement as amended in the Industrial User Contract as follows:

1. The Schedule "A" attached hereto shall replace the Schedule "A" included in the Contract.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,  
WASHINGTON, this 12th day of February 2019.

  
\_\_\_\_\_  
Sherry Raymond, Mayor

ATTEST:

  
\_\_\_\_\_  
Dale Novobielski, Clerk/ Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert F. Noe, City Attorney

RESOLUTION NO. 2721

**CITY OF SELAH**

**INDUSTRIAL WASTEWATER USER CONTRACT  
SUNRYPE PRODUCTS (USA), INC.**

**February 12, 2019**

**SCHEDULE A  
ALLOWABLE WASTEWATER DISCHARGES<sup>1,2,3</sup>**

<b>Month</b>	<b>Average Daily Flow<sup>1</sup> (gallons per day)</b>	<b>Average Daily BOD Loading<sup>1</sup> (pounds per day)</b>	<b>Average Daily TSS Loading<sup>1</sup> (pounds per day)</b>
January	310,000	2,800	1,400
February	310,000	2,800	1,400
March	310,000	2,800	1,400
April	310,000	2,800	1,400
May	310,000	2,800	1,400
June	310,000	2,800	1,400
July	310,000	2,800	1,400
August	310,000	2,800	1,400
September	310,000	2,800	1,400
October	310,000	2,800	1,400
November	310,000	2,800	1,400
December	310,000	2,800	1,400

**Footnotes:**

- <sup>1</sup> Average daily discharges are considered to be the maximum discharges for a month expressed in terms of gallons or pounds per day. They represent the average daily loading over the month based on available test data. They do not represent maximum daily discharge limits.
- <sup>2</sup> The surcharge provisions found in paragraph 3.4 of the Contract shall apply to discharges in excess of those listed in Schedule A.
- <sup>3</sup> The discharge of toxic substances as described in paragraph 4.1 of the Contract, or harmful waste as described in section 9.10.040 of the Selah Municipal Code, is prohibited.